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Open Source America's Operating System

"It's Not Just A Good Idea—It's The Law!"

October 11, 2013

Larry A. Schemmel
Special Assistant Attorney General
Office of the Attorney General
State of Mississippi
Post Office Box 1850
Jackson, Mississippi 39215-1850

Dear Mr. Schemmel:

I am in receipt of your letter of October 7 regarding your request that we "immediately remove the annotated version of the Mississippi Code of 1972 Annotated from any and all … website(s) and from all sites and all types of written and electronic media." We respectfully decline to comply with this request for the reasons stated herein.

First, let me thank you for thoughtful letter. I especially appreciate your support for the 8 Principles of Open Government Data, which I helped draft with 30 of my colleagues in 2007. If I may take the liberty of paraphrasing your letter, it seems like you are making two main points:

- You state that the State of Mississippi makes the unannotated version of the Code available and that this is complete, current, and official. (Emphasis in the original letter.)
- You state that the annotated version of the Code is also an "official version of the law of the State and includes the law itself and copyright-protected material." (Emphasis in the original letter.)

Let me begin by addressing the question of availability of the unannotated version of the Code via your vendor's web site. As you know, the 8 Principles of Government Data require that access to government data—particularly public domain data such as we both agree includes the unannotated Code—should be license-free and machine processable.

As you will see in Exhibit A, access to the site is initially blocked by a popup which requires the user to agree the Terms and Conditions. Those Terms and Conditions, which are attached in Exhibit B, consists of an extensive license agreement spanning 5 pages of exceedingly technical language in fine print.

Some of the highlights of the agreement include fairly draconian prohibitions against effective use, including a prohibitions against the ability to "copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of this Web Site."

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The terms of use, in turn, refer to the Copyright Statement from your vendor, which states:

> No part of the materials including graphics or logos, available in this Web site may be copied, photocopied, reproduced, translated or reduced to any electronic medium or machine-readable form, in whole or in part, without specific permission (to request permission to use materials, continue to our Permission Request Form). Distribution for commercial purposes is prohibited.
>
> *Source: http://www.lexisnexis.com/terms/copyright.aspx*
> *Last Retrieved: October 10, 2013*

If the user has the courage to click through, they are presented with a navigational interface based on frames and an extensive amount of clicking by the user before they can reach the section they are looking for (See Exhibit C). Finally, the user is presented with a section of the Code, for example Exhibit D, shows § 1-1-8.

The user interface your vendor presents is full of links to various proprietary products, but there is a little print icon, which presents a semi-clean version of the text, as shown in Exhibit E. However, there is a huge flaw in the user interface, in that the URL that is presented does not allow a user to share what they are looking at with other users. If you mail the URL to a friend, you don't get the section of the Code, you get a screen from your vendor hawking proprietary products as shown in Exhibit F.

The lack of permanent URLs and a modern user interface are just the beginning of problems with this web site.

- As you can see from Exhibit G, the site is replete with HTML errors, errors which prevent the text from properly working on modern standards-based browsers (I have included only the first 10 pages of the 39 page error report).
- In addition, as shown in Exhibit H, the site is replete with CSS errors, as shown in Exhibit H, making the site work improperly in browsers (again, I have included only the first 10 pages of the 165 error report, which is a test of only one of several of the CSS files used).
- In addition, as shown in Exhibit I, the site does not meet the Section 508 accessibility requirements of the U.S. Rehabilitation Act, which makes information available to people with disabilities.
- Finally, as shown in Exhibit J, your vendor does not permit search engines to crawl their site, making the most common discovery method for users unavailable in the case of the Mississippi Code. People should be able to easily discover what the law is.

Perhaps the biggest issue is that the public access that is provided does not allow bulk access to the data. This means that other sites, which might provide better formatting or accessibility, are prohibited from providing this service by the terms of use. There is no requirement that the State or your vendor provide a good web site, but prohibiting others from doing so is a significant barrier to the rule of law and our rights to read, know, and speak the laws which we must all obey.

Let me turn briefly now to the issue of the Annotated Official Code. Exhibit K contains the marketing literature provided by your vendor. As you can see, any citizen and

certainly any lawyer would feel totally remiss in not using the the official annotated version of the Code. The marketing literature stresses that:

> **Be sure that the law you read is the law indeed**
> Official isn't just a word. It's a process. The Mississippi Joint Legislative Committee on Compilation, Revision and Publication of Legislation maintains careful editorial control over the publication of the official code, from the moment LexisNexis receives the acts to the final galley proofs of the finished product. Their strict supervision ensures that the published code and its supplements contain no errors in content, conform carefully to the numbering scheme, and publish in a timely manner.
>
> **Cite the code that's guaranteed to be right**
> Because it's official, you can rely on LexisNexis' Mississippi Code of 1972 Annotated for the correct statement of the law …

As you can see, it is very clear that the Code is the official statement of the law as promulgated by the State. This is not some independent commercial endeavor, this is an official process under the direction of the State.

I have attached as Exhibit L the same section earlier attached from Exhibit D, this one being the annotated version. As you can see by comparing the two, the Annotated Code includes important cross references, research references, and Editor's Notes. The Editor's notes are not simply creative work, they are important materials. For example, the note to § 1-1-11 is a reference to a statement adopted by the Joint Legislative Committee on Compilation, Revision and Publication of Legislation. Statements such as these are part and parcel of the law, statements of the codifiers that add important information to the original statutes.

I appreciate the efforts you have taken to reach out to me and the informative nature of your letter. It is clear you have given the matter careful consideration. However, we believe that the Official Code as promulgated by the Joint Legislative Committee and bearing the official authorship of the Committee falls squarely in the category of the law, which all citizens have the right to read, know and speak.

We therefore respectfully decline to remove the materials. However, I would be more than happy to discuss the matter including traveling to Mississippi to discuss the technical points which I have raised with you and others.

Sincerely yours,



Carl Malamud

enc: Trodart 5208 Self-Inking Rubber Stamp, Red Ink
"IF A LAW ISN'T PUBLIC, IT ISN'T A LAW. JUSTICE STEPHEN BREYER"

EXHIBIT A

Mississippi Code Of 1972 Unannotated - Free Public Access

This website is maintained by LexisNexis®, the publisher of the Mississippi Code Of 1972 annotated to provide free public access to the law. It is not intended to replace professional legal consultation or advanced legal research tools. To report errors regarding this website, please complete the Feedback Form.

Terms & Conditions

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EXHIBIT B

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Terms

- Annual Maintenance Plan Agreement for PCLaw® Time Matters® and Billing Matters®
- End User License Agreement
- Juris® Subscription Agreement
- Juris® Perpetual Software Agreement
- Juris Software Maintenance and Technical Support Agreement (November 2008)
- Juris® Software Maintenance and Technical Support Agreement (Prior to November 2008)
- Lexis® Billing Matters®
- Lexis® PCLaw®
- Lexis® Time Matters®
- LexisNexis® Digital Library Terms and Conditions
- LexisNexis® Matthew Bender® Master Agreement
- LexisNexis® Matthew Bender® print product
- LexisNexis® Matthew Bender® CD product
- LexisNexis Total Practice Advantage™
- Professional Services Agreement
- Software Policies and FAQ for Time Matters®, Billing Matters® and PCLaw®
- Terms of Sale for PCLaw®, Time Matters® and Billing Matters®

Terms & Conditions

Terms and Conditions of Use
January 7, 2013

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2.1. Limitations on Use. The Content on this Web Site is for your personal use only and not for commercial exploitation. Notwithstanding the foregoing and to the extent this Web Site provides electronic commerce, such buying opportunities may be made available for group as well as personal purchasing, so long as you are authorized to make purchases on behalf of such group. You may not use the Content to determine a consumer's eligibility for: (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from this Web Site or the Content. Nor may you use any network monitoring or discovery software to determine the site architecture, or extract information about usage, individual identities or users. You may not use any robot, spider, other automatic software or device, or manual process to monitor or copy our Web Site or the Content without Provider's prior written permission. You may not use this Web Site to transmit any false, misleading, fraudulent or illegal communications. You may not copy, modify, reproduce, republish, distribute, display, or transmit for commercial, non-profit or public purposes all or any portion of this Web Site, except to the extent permitted above. You may not use or otherwise export or re-export this Web Site or any portion thereof, or the Content in violation of the export control laws and regulations of the United States of America. Any unauthorized use of this Web Site or its Content is prohibited.

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3. Not Legal Advice. Content is not intended to and does not constitute legal advice and no attorney-client relationship is formed, nor is anything submitted to this Web Site treated as confidential. The accuracy, completeness, adequacy or currency of the Content is not warranted or guaranteed. Your use of Content on this Web Site or materials linked from this Web Site is at your own risk.

4. Intellectual Property Rights.

4.1 Except as expressly provided in these Terms of Use, nothing contained herein shall be construed as conferring on you or any third party any license or right, by implication, estoppel or otherwise, under any law (whether common law or statutory law), rule or regulation including, without limitation those related to copyright or other intellectual property rights. You agree that the Content and Web Site are protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. For further information see Copyright.

4.2 This Web site contains interactive areas which includes, without limitation, any blogs, wikis, bulletin boards, discussion boards, chat rooms, email forums, and question and answer features (the "Interactive Areas"). You grant to Provider an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, authorize use of and have used on its behalf any ideas, expression of ideas, text, graphics, messages, blogs, links, data, information and other materials you submit (collectively, "Postings") to this Web Site. Said license is without restrictions of any kind and without any payment due from Provider to you or permission or notification, to you or any third party. The license includes, the right to make, use, sell,

reproduce, publish, modify, adapt, prepare derivative works from, combine with other works, translate, distribute -, display, perform and sublicense Postings- in any form, medium, or technology now known or hereafter developed.

4.3. You certify and warrant that the Postings: (i) are your original works or that the owner of such works has expressly granted to Provider a perpetual worldwide royalty-free irrevocable, non-exclusive license for said works with all of the rights granted by you in section 4.2 of these Terms of Use and (ii) do not violate and will not violate the rights of any third party including any right of publicity, right of privacy , copyright, patent or other intellectual property right or any proprietary right.

4.4. You acknowledge and agree that your submitting Postings to this Web Site does not create any new or alter any existing relationship between you and Provider.

4.5. If you have submitted a photo to your profile on lawyers.com you agree that this photo may be included in the Interactive Areas, including with your Postings. If you have not submitted a photo then Provider may, but is not obligated to, display a stock photo or legal image with your Postings. You hereby consent to the use of such stock photos or images in the Interactive Areas.

4.6. By submitting Postings to this Web Site, you acknowledge and agree that Provider may create on its own ideas that may be, or may obtain submissions that may be, similar or identical to Postings you submit. You agree that you shall have no recourse against Provider for any alleged or actual infringement or misappropriation of any proprietary or other right in the Postings you provide to Provider.

4.7. Provider shall have the exclusive option to purchase from you and acquire all right, title and interest in any Postings containing patentable subject-matter that you submit to this Web Site. The option shall be exercisable by Provider from the date you submit such Posting until one year from that date. If Provider exercises its option under this section 4.6, you agree to accept payment in the amount of $1,000.00 USD or value in kind at Provider's discretion as full and sufficient consideration for such purchase, and you agree to execute, acknowledge and deliver any and all instruments required to transfer legal ownership of Postings to Provider. Such instruments include, but are not limited to, assignments and declarations executed by you.

4.8. Additional Intellectual Property Terms for Ask A Lawyer

4.8.1 Notwithstanding the licenses granted in these Terms of Use, Attorneys who participate in Ask A Lawyer (“AAL”) agree that their Postings, and all intellectual property rights therein, including, without limitation, all copyrights and moral rights, (collectively, “IP Rights”) will be owned exclusively by Provider. You agree that Provider has commissioned you to provide such Postings, and that the Postings are works made for hire. To the extent ownership of Your Postings does not vest in Provider as a work made for hire, you hereby assign to Provider all IP Rights in and to the Postings. You also agree to promptly execute, acknowledge, and deliver to Provider any additional assignments or other documents that may be reasonably requested by Provider to effectuate the intent of the foregoing sentences. You acknowledge and agree that Provider, its parent and affiliated companies and their licensees and assigns, may use the Postings in any manner that deems appropriate without any attribution or payment to you of any sort. This paragraph will survive any termination of your participation in AAL.

4.8.2 Provider grants you a nonexclusive, nontransferable limited license to use your Postings within your Social Media Syndication. Your Social Media Syndication includes your firm’s website, blog, Facebook, LinkedIn, and Twitter accounts and may include any other appropriate social media site you use for professional purposes. This limited license refers to the specific content which represents the questions to which you responded via AAL and your Postings (the “Designated Content”) under the following terms and conditions:

4.8.2.a. Each use of the Designated Content includes a hyperlink to the most recent AAL Q&A or other pages in AAL as designated by Provider, and

4.8.2.b. Each use of the Designated Content is solely for the purposes of promoting and marketing AAL and/or your contribution of the Designated Content (collectively the “Purpose”).

4.8.2.c. The Marks, Link and Designated Content shall not be used in any media of or which benefits any Provider competitor.

4.8.2.d. You represent that (i) you shall comply with all policies and terms established by Provider for hyperlinking, use of Marks, or use of any Provider content, including the Designated Content including but not limited to Provider’s positioning, messaging, and trademark and logo usage policies, as may be communicated from time to time; (ii) you shall only use the Mark provided to you by Provider according to these Terms Of Use, and you will not use any other mark without Provider’s prior written consent; (iii) you shall not to create any combination mark with any Provider Mark; and (iv) you do not acquire any rights to Provider copyrights, marks, or any other intellectual property under these Terms of Use except the limited rights necessary to fulfill the Purpose for the service under these Terms of Use.

4.8.3. Provider may immediately terminate, in whole or with regard to a specific use, your license to use any Mark if Provider determines in its sole discretion that such use dilutes, diminishes, or blurs the value of the any of the Marks or does not comply with Provider’s usage policies. Upon Provider’s request you agree to remove the Designated Content, Marks and Links within 14 days of Provider’s notice to you.

4.8.4. You authorized Provider to publish or distribute, at its sole discretion, advertising or promotional materials including your firm name, personal name, trademarks, service marks, logos, image, and photos, for the purpose of promoting the Interactive Areas of this Web Site.

5. Digital Millennium Copyright Act - Notification of Alleged Copyright Infringement. Provider has registered an agent with the United States Copyright Office in accordance with the terms of the Digital Millennium Copyright Act (the "Act") and avails itself of the protections under the Act. Provider reserves the right to remove any Content that allegedly infringes another person's copyright. Provider will terminate, in appropriate circumstances, subscribers and account holders of Provider's system or network who are repeat infringers of another person's copyright. Notices to Provider regarding any alleged copyright infringement should be directed to the LexisNexis Chief Legal Officer via mail or courier at 9443 Springboro Pike, Miamisburg, Ohio 45342, via fax at 937-865-1211 or via email at legalnotices@lexisnexis.com.

6. Linking to this Web Site. You may provide links to this Web Site, provided that (a) you do not remove or obscure, by framing or otherwise, any portion of this Web Site, including any advertisements, terms of use, copyright notice, and other notices on this Web Site, (b) you immediately deactivate and discontinue providing links to this Web Site if requested by Provider, and (c) Provider may deactivate any link(s) at its discretion.

7. No Solicitation. You shall not distribute on or through this Web Site any Postings containing any advertising, promotion, solicitation for goods, services or funds or solicitation for others to become members of any enterprise or organization without the express written permission of Provider. Notwithstanding the foregoing, in any interactive areas of this Web Site, where appropriate you a) may list along with your name, address and email address, your own web site's URL and b) may recommend third party web sites, goods or services so long as you have no financial interest in and receive no direct or indirect benefit from such recommended web site, product or service or its recommendation. In no event may any person or entity solicit anyone with data retrieved from this Web Site.

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9. Registration. Certain sections of this Web Site require you to register. If registration is requested, you agree to provide accurate and complete registration information. It is your responsibility to inform Provider of any changes to that information. Each registration is for a single individual only, unless specifically designated otherwise on the registration page. Provider does not permit a) anyone other than you to use the sections requiring registration by using your name or password; or b) access through a single name being made available to multiple users on a network or otherwise. You are responsible for preventing such unauthorized use. If you believe there has been unauthorized use, you must notify Provider immediately by emailing legalnotices@lexisnexis.com.

10. Postings in Interactive Areas of this Web Site.

10.1. Postings to be Lawful. If you participate in Interactive Areas on this Web Site, you shall not post, publish, upload or distribute any Postings which are unlawful or abusive in any way, including, but not limited to, any Postings that are defamatory, libelous, pornographic, obscene, threatening, invasive of privacy or publicity rights, inclusive of hate speech, or would constitute or encourage a criminal offense, violate the rights of any party, or give rise to liability or violate any local, state, federal or international law, or the regulations of the U.S. Securities and Exchange Commission, any rules of any securities exchange such as the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, either intentionally or unintentionally. Provider may delete your Postings at any time for any reason without permission from you.

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12. Third Party Content. Third party content (including, without limitation, Postings) may appear on this Web Site or may be accessible via links from this Web Site. Provider shall not be responsible for and assumes no liability for any infringement, mistakes, misstatements of law, defamation, slander, libel, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content contained in any third party content appearing on this Web Site. You understand that the information and opinions in the third party content is neither endorsed by nor does it reflect the belief or opinion of Provider. Further, information and opinions provided by employees and agents of Provider in Interactive Areas are not necessarily endorsed by Provider and do not necessarily represent the beliefs and opinions of Provider.

13. Attorney Ethics Notice; Posting Rules. If you are an attorney participating in any aspect of this Web Site, including but not limited to Interactive Areas, a) you agree not to provide specific legal advice in any of your Postings and to draft Postings which are appropriate, educational, and in accordance with attorney ethics requirements, b) you represent and warrant that you are an attorney in good standing with a license to practice law in at least one of the 50 United States of America or the District of Columbia, c) you agree to promptly notify Provider of any grievance, claim, reprimand, or censure brought against you, as well as resignation or other loss of license, d) you acknowledge that the Rules of Professional Conduct of the jurisdictions where you are licensed ("Rules") apply to all aspects of your participation and that you will abide by these Rules. These Rules include, but are not limited to, the rules relating to advertising, solicitation of clients, rules regarding the establishment of attorney-client relationships, failure to maintain client confidences, unauthorized practice of law, and misrepresentations of fact. Provider disclaims all responsibility for your compliance with these Rules. You further agree and acknowledge that when you participate in any of the Interactive Areas on this Web Site, that you will not offer legal advice, but will only provide general information. Provider highly recommends that you include a disclaimer at the end of every Posting regarding the aforementioned advertising and ethics issues. Provider will have no liability to you arising out of or related to your compliance or noncompliance with such laws and rules, or related to Provider's inclusion or failure to include a disclaimer in the Interactive Areas.

14. Additional Terms for Attorney's Participating in Ask A Lawyer

14.1. You agree that your participation is as an unpaid, volunteer, and that the purpose of such participation is to provide public education on legal matters and to provide you and your firm national exposure. You may terminate your participation in AAL at any time for any reason or no reason by providing Provider with notice of termination at least three days prior to the effective date of termination at mhcr@martindale.com.

14.2. Your name will be associated with each of your Postings in AAL when one of your Responses is included in the "Most Recent Q&A" section of AAL. Each question and corresponding Response may be archived and searchable on AAL and in other site searches associated with Lawyers.com and Provider's media outlets. Visitors currently have the ability to view these archives, but such public access to the archives is not guaranteed. Provider, at its discretion, may associate your name with your archived Responses; however Provider is not required to do so.

14.3. You are prohibited from responding to questions via personal and professional email, telephone or otherwise. You will not directly contact visitors who post questions on AAL prior to posting your response on AAL and any contact should be in compliance with attorney ethics requirements. All Responses must be submitted through the Administrative Page.

14.4. You represent and warrant to Provider that (a) you will perform your duties for the Ask a Lawyer service in a highly professional manner, (b) except for public domain materials, your Responses will not infringe any third party rights, (c) your Responses will be your original work not previously published and will not contain libelous, obscene, or unlawful material, (d) the Responses will not invade anyone's privacy rights, and (e) your participation in the Ask a Lawyer service presents no conflicts of interest for you, and You assume all liability for any claims, suits, or grievances filed against you, including any and all damages related, due to your participation as a National Attorney Panelist.

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17. LIMITATION OF LIABILITY. PROVIDER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM YOUR USE OF THIS WEB SITE, THE CONTENT, THE POSTINGS, THE INTERACTIVE AREAS, ANY FACTS

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19. Third Party Rights. The provisions of paragraphs 14 (Disclaimer), 15 (Limitation of Liability), and 16 (Indemnification) are for the benefit of Provider and its officers, directors, employees, agents, licensors, suppliers, and any third party information providers to this Web Site. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

20. Unlawful Activity; Termination of Access. Provider reserves the right to investigate complaints or reported violations of our Terms of Use and to take any action we deem appropriate including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information. Provider may discontinue any party's participation in any of the Interactive Areas at any time for any reason or no reason.

21. Remedies for Violations. Provider reserves the right to seek all remedies available at law and in equity for violations of these Terms of Use, including but not limited to the right to block access from a particular internet address to this Web Site and any other Provider web sites and their features.

22. Governing Law and Jurisdiction. The Terms of Use are governed by and construed in accordance with the laws of the State of New York and any action arising out of or relating to these terms shall be filed only in state or federal courts located in New York and you hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action.

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EXHIBIT C

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Mississippi Code of 1972 Unannotated View Tutorial | Help

Terms and Connectors Natural Language

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Miss. Code Ann. § 1-1-8

MISSISSIPPI CODE of 1972

** Current through the 2013 Regular Session and 1st and 2nd Extraordinary Sessions ***

TITLE 1. LAWS AND STATUTES
CHAPTER 1. CODE OF 1972
IN GENERAL

Miss. Code Ann. § 1-1-8 (2013)

§ 1-1-8. Official code; recognition as evidence of public statute laws; restrictions on use of certain words or names in title of codes other than official version

(1) The Mississippi Code of 1972 Annotated, as amended, modified and revised from time to time, that is published by the company with which the Joint Legislative Committee on Compilation, Revision and Publication of Legislation has contracted under Section 1-1-107(a):

(a) Is the official code of the public statute laws of the State of Mississippi that are enacted by the Legislature; and

(b) Shall be used, received, recognized and referred to as the official code of the public statute laws of the State of Mississippi, and shall be considered as evidence of the public statute laws of the State of Mississippi, in all courts of the State and by all public officers, offices, departments and agencies of the state and its political subdivisions, and in all other places or instances where the public statute laws of the State may come into question. However, if there is any conflict between the language of any statute as it appears in the Mississippi Code of 1972 Annotated and in the General Laws of Mississippi, the language in the General Laws shall control; and if there is any conflict between the language of any statute as it appears in the General Laws of Mississippi and in the original enrolled bills enacted by the Legislature, the language in the enrolled bills shall control.

(2) No publisher of a code of the public statute laws of the State of Mississippi, other than the publishing company with which the Joint Legislative Committee on Compilation, Revision and Publication of Legislation has contracted under Section 1-1-107(a), shall be authorized to use as the name, title or designation of the code that is published, the words "Mississippi Code of 1972," "Mississippi Code 1972," "Mississippi Code of 1972 Annotated," "Mississippi Code 1972 Annotated," "Annotated Mississippi Code of 1972," "Annotated Mississippi Code 1972," or any other combination of words containing "Code of 1972," "Code 1972" or "1972 Code." The joint committee may seek injunctive relief, or authorize the publisher of the official code to seek injunctive relief on behalf of the joint committee, against any person or entity to enforce the provisions of this subsection.

HISTORY: SOURCES: Laws, 1999, ch. 310, § 2, eff from and after passage (approved Mar. 8, 1999)

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Miss. Code Ann. § 1-1-8 (Copy w/ Cite)

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EXHIBIT E

Miss. Code Ann. § 1-1-8

MISSISSIPPI CODE of 1972

** Current through the 2013 Regular Session and 1st and 2nd Extraordinary Sessions ***

TITLE 1. LAWS AND STATUTES
CHAPTER 1. CODE OF 1972
IN GENERAL

Miss. Code Ann. § 1-1-8 (2013)

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(a) Is the official code of the public statute laws of the State of Mississippi that are enacted by the Legislature; and

(b) Shall be used, received, recognized and referred to as the official code of the public statute laws of the State of Mississippi, and shall be considered as evidence of the public statute laws of the State of Mississippi, in all courts of the State and by all public officers, offices, departments and agencies of the state and its political subdivisions, and in all other places or instances where the public statute laws of the State may come into question. However, if there is any conflict between the language of any statute as it appears in the Mississippi Code of 1972 Annotated and in the General Laws of Mississippi, the language in the General Laws shall control; and if there is any conflict between the language of any statute as it appears in the General Laws of Mississippi and in the original enrolled bills enacted by the Legislature, the language in the enrolled bills shall control.

(2) No publisher of a code of the public statute laws of the State of Mississippi, other than the publishing company with which the Joint Legislative Committee on Compilation, Revision and Publication of Legislation has contracted under Section 1-1-107(a), shall be authorized to use as the name, title or designation of the code that is published, the words "Mississippi Code of 1972," "Mississippi Code 1972," "Mississippi Code of 1972 Annotated," "Mississippi Code 1972 Annotated," "Annotated Mississippi Code of 1972," "Annotated Mississippi Code 1972," or any other combination of words containing "Code of 1972," "Code 1972" or "1972 Code." The joint committee may seek injunctive relief, or authorize the publisher of the official code to seek injunctive relief on behalf of the joint committee, against any person or entity to enforce the provisions of this subsection.

HISTORY: SOURCES: Laws, 1999, ch. 310, § 2, eff from and after passage (approved Mar. 8, 1999)

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EXHIBIT F

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EXHIBIT G

Markup Validation Service

Check the markup (HTML, XHTML, ...) of Web documents

Jump To: Notes and Potential Issues Validation Output

Errors found while checking this document as HTML 4.01 Transitional!

Result:	83 Errors, 34 warning(s)	
Source :	<html> <head> <meta name="viewport" content="width=device-width, initial-scale=1.0, maximum-scale=1.0;" /> <link rel="stylesheet" type="text/css" href="/ri/newUIGlobal_05-OCT-2013.css"></link> <LINK REL="stylesheet" TYPE="text/css" HREF="/ri/starpag_05-OCT-2013.css" > <LINK REL="stylesheet" TYPE="text/css" HREF="/ri/ldcPopUp_05-OCT-2013.css">	
Encoding :	utf-8	(detect automatically)
Doctype :	HTML 4.01 Transitional	(detect automatically)
Root Element:	html	

Try now the W3C Validator Suite™ premium service that checks your entire website and evaluates its conformance with W3C open standards to quickly identify those portions of your website that need your attention.

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4430 Flattr

Options

NOTE: The report is 39 pages long, but I have only included the first 10 pages of error messages in this exhibit. CM.

Show Source | Show Outline | List Messages Sequentially | Group Error Messages by Type

Validate error pages | Verbose Output | Clean up Markup with HTML-Tidy

Help on the options is available. Revalidate

Notes and Potential Issues

The following notes and warnings highlight missing or conflicting information which caused the validator to perform some guesswork prior to validation, or other things affecting the output below. If the guess or fallback is incorrect, it could make validation results entirely incoherent. It is *highly recommended* to check these potential issues, and, if necessary, fix them and re-validate the document.

⚠ Unable to Determine Parse Mode!

The validator can process documents either as XML (for document types such as XHTML, SVG, etc.) or SGML (for HTML 4.01 and prior versions). For this document, the information available was not sufficient to determine the parsing mode unambiguously, because:

- in *Direct Input* mode, no MIME Media Type is served to the validator
- No known Document Type could be detected
- No XML declaration (e.g `<?xml version="1.0"?>`) could be found at the beginning of the document.
- No XML namespace (e.g `<html xmlns="http://www.w3.org/1999/xhtml" xml:lang="en">`) could be found at the root of the document.

As a default, the validator is falling back to SGML mode.

⚠ No DOCTYPE found! Checking with default HTML 4.01 Transitional Document Type.

No DOCTYPE Declaration could be found or recognized in this document. This generally means that the document is not declaring its Document Type at the top. It can also mean that the DOCTYPE declaration contains a spelling error, or that it is not using the correct syntax.

The document was checked using a default "fallback" Document Type Definition that closely resembles “HTML 4.01 Transitional”.

Learn how to add a doctype to your document from our FAQ.

No Character encoding declared at document level

No character encoding information was found within the document, either in an HTML `meta` element or an XML declaration. It is often recommended to declare the character encoding in the document itself, especially if there is a chance that the document will be read from or saved to disk, CD, etc.

See this tutorial on character encoding for techniques and explanations.

Using Direct Input mode: UTF-8 character encoding assumed

Unlike the “by URI” and “by File Upload” modes, the “Direct Input” mode of the validator provides validated content in the form of characters pasted or typed in the validator's form field. This will automatically make the data UTF-8, and therefore the validator does not need to determine the character encoding of your document, and will ignore any charset information specified.

If you notice a discrepancy in detected character encoding between the “Direct Input” mode and other validator modes, this is likely to be the reason. It is neither a bug in the validator, nor in your document.

TOP

Validation Output: 83 Errors

Line 2, Column 1: **no document type declaration; implying "<!DOCTYPE HTML SYSTEM>"**

`<html>`

The checked page did not contain a document type ("DOCTYPE") declaration. The Validator has tried to validate with a fallback DTD, but this is quite likely to be incorrect and will generate a large number of incorrect error messages. It is highly recommended that you insert the

proper DOCTYPE declaration in your document -- instructions for doing this are given above -- and it is necessary to have this declaration before the page can be declared to be valid.

⚠ *Line 4, Column 91*: **NET-enabling start-tag requires SHORTTAG YES**

```
…iewport" content="width=device-width, initial-scale=1.0, maximum-scale=1.0;" />
```

For the current document, the validator interprets strings like `<FOO />` according to legacy rules that break the expectations of most authors and thus cause confusing warnings and error messages from the validator. This interpretation is triggered by HTML 4 documents or other SGML-based HTML documents. To avoid the messages, simply remove the "/" character in such contexts. NB: If you expect `<FOO />` to be interpreted as an XML-compatible "self-closing" tag, then you need to use XHTML or HTML5.

This warning and related errors may also be caused by an unquoted attribute value containing one or more "/". Example: `<a href=http://w3c.org>W3C</a>`. In such cases, the solution is to put quotation marks around the value.

✖ *Line 4, Column 92*: **character data is not allowed here**

```
…iewport" content="width=device-width, initial-scale=1.0, maximum-scale=1.0;" />
```

You have used character data somewhere it is not permitted to appear. Mistakes that can cause this error include:

- putting text directly in the body of the document without wrapping it in a container element (such as a aragraph), or
- forgetting to quote an attribute value (where characters such as "%" and "/" are common, but cannot appear without surrounding quotes), or
- using XHTML-style self-closing tags (such as <meta ... />) in HTML 4.01 or earlier. To fix, remove the extra slash ('/') character. For more information about the reasons for this, see Empty elements in SGML, HTML, XML, and XHTML.

✖ *Line 5, Column 86*: **end tag for element "LINK" which is not open**

```
…rel="stylesheet" type="text/css" href="/ri/newUIGlobal_05-OCT-2013.css"></link>
```

The Validator found an end tag for the above element, but that element is not currently open. This is often caused by a leftover end tag from an element that was removed during editing, or by an implicitly closed element (if you have an error related to an element being used where it is not allowed, this is almost certainly the case). In the latter case this error will disappear as soon as you fix the original problem.

If this error occurred in a script section of your document, you should probably read this FAQ entry.

Line 13, Column 64: **required attribute "TYPE" not specified**

```
…_05-OCT-2013.js" language="JavaScript">></script><script src="/ri/browser_05-OC…
```

The attribute given above is required for an element that you've used, but you have omitted it. For instance, in most HTML and XHTML document types the "type" attribute is required on the "script" element and the "alt" attribute is required for the "img" element.

Typical values for `type` are `type="text/css"` for `<style>` and `type="text/javascript"` for `<script>`.

Line 13, Column 136: **required attribute "TYPE" not specified**

```
…_05-OCT-2013.js" language="JavaScript">></script><script src="/ri/ldcDom_utils_…
```

The attribute given above is required for an element that you've used, but you have omitted it. For instance, in most HTML and XHTML document types the "type" attribute is required on the "script" element and the "alt" attribute is required for the "img" element.

Typical values for `type` are `type="text/css"` for `<style>` and `type="text/javascript"` for `<script>`.

Line 13, Column 213: **required attribute "TYPE" not specified**

```
…_05-OCT-2013.js" language="JavaScript">></script><script src="/ri/ettoc_ns6_05-…
```

The attribute given above is required for an element that you've used, but you have omitted it. For instance, in most HTML and XHTML document types the "type" attribute is required on the "script" element and the "alt" attribute is required for the "img" element.

Typical values for `type` are `type="text/css"` for `<style>` and `type="text/javascript"` for `<script>`.

Line 13, Column 287: **required attribute "TYPE" not specified**

```
…_05-OCT-2013.js" language="JavaScript">></script><script src="/ri/dom_et3_ui_05…
```

The attribute given above is required for an element that you've used, but you have omitted it. For instance, in most HTML and XHTML document types the "type" attribute is required on the "script" element and the "alt" attribute is required for the "img" element.

Typical values for `type` are `type="text/css"` for `<style>` and `type="text/javascript"` for `<script>`.

Line 13, Column 362: **required attribute "TYPE" not specified**

```
…_05-OCT-2013.js" language="JavaScript" ></script><script src="/ri/ns_me_ui_05-O…
```

The attribute given above is required for an element that you've used, but you have omitted it. For instance, in most HTML and XHTML document types the "type" attribute is required on the "script" element and the "alt" attribute is required for the "img" element.

Typical values for `type` are `type="text/css"` for `<style>` and `type="text/javascript"` for `<script>`.

Line 13, Column 435: **required attribute "TYPE" not specified**

```
…_05-OCT-2013.js" language="JavaScript" ></script><script src="/ri/dom_me_ui_05-…
```

The attribute given above is required for an element that you've used, but you have omitted it. For instance, in most HTML and XHTML document types the "type" attribute is required on the "script" element and the "alt" attribute is required for the "img" element.

Typical values for `type` are `type="text/css"` for `<style>` and `type="text/javascript"` for `<script>`.

Line 13, Column 509: **required attribute "TYPE" not specified**

```
…_05-OCT-2013.js" language="JavaScript" ></script><script src="/ri/commonscript_…
```

The attribute given above is required for an element that you've used, but you have omitted it. For instance, in most HTML and XHTML document types the "type" attribute is required on the "script" element and the "alt" attribute is required for the "img" element.

Typical values for `type` are `type="text/css"` for `<style>` and `type="text/javascript"` for `<script>`.

Line 13, Column 586: **required attribute "TYPE" not specified**

```
…_05-OCT-2013.js" language="JavaScript" ></script><script src="/ri/browser_05-OC…
```

The attribute given above is required for an element that you've used, but you have omitted it. For instance, in most HTML and XHTML document types the "type" attribute is required on the "script" element and the "alt" attribute is required for the "img" element.

Typical values for `type` are `type="text/css"` for `<style>` and `type="text/javascript"` for `<script>`.

Line 13, Column 658: **required attribute "TYPE" not specified**

```
…_05-OCT-2013.js" language="JavaScript">
```

```
</script><script src="/ri/ldc_navbar_05…
```

The attribute given above is required for an element that you've used, but you have omitted it. For instance, in most HTML and XHTML document types the "type" attribute is required on the "script" element and the "alt" attribute is required for the "img" element.

Typical values for `type` are `type="text/css"` for `<style>` and `type="text/javascript"` for `<script>`.

Line 13, Column 733: **required attribute "TYPE" not specified**

```
…_05-OCT-2013.js" language="JavaScript">
```

```
</script><script src="/ri/ldc_gnsm_ui_0…
```

The attribute given above is required for an element that you've used, but you have omitted it. For instance, in most HTML and XHTML document types the "type" attribute is required on the "script" element and the "alt" attribute is required for the "img" element.

Typical values for `type` are `type="text/css"` for `<style>` and `type="text/javascript"` for `<script>`.

Line 13, Column 809: **required attribute "TYPE" not specified**

```
…pt><script src="/ri/ldc_gnsm_ui_05-OCT-2013.js" language="JavaScript">
```

```
</script>
```

The attribute given above is required for an element that you've used, but you have omitted it. For instance, in most HTML and XHTML document types the "type" attribute is required on the "script" element and the "alt" attribute is required for the "img" element.

Typical values for `type` are `type="text/css"` for `<style>` and `type="text/javascript"` for `<script>`.

Line 15, Column 33: **required attribute "TYPE" not specified**

```
<SCRIPT language="JavaScript1.2">
```

The attribute given above is required for an element that you've used, but you have omitted it. For instance, in most HTML and XHTML document types the "type" attribute is required on the "script" element and the "alt" attribute is required for the "img" element.

Typical values for `type` are `type="text/css"` for `<style>` and `type="text/javascript"` for `<script>`.

Line 127, Column 8: **required attribute "TYPE" not specified**

```
<script>></script>
```

The attribute given above is required for an element that you've used, but you have omitted it. For instance, in most HTML and XHTML document types the "type" attribute is required on the "script" element and the "alt" attribute is required for the "img" element.

Typical values for `type` are `type="text/css"` for `<style>` and `type="text/javascript"` for `<script>`.

Line 132, Column 35: **there is no attribute "TOPMARGIN"**

```
<body bgcolor="#FFFFFF" topmargin=0 leftmargin=0 rightmargin=0 ID="body"
```

You have used the attribute named above in your document, but the document type you are using does not support that attribute for this element. This error is often caused by incorrect use of the "Strict" document type with a document that uses frames (e.g. you must use the "Transitional" document type to get the "target" attribute), or by using vendor proprietary extensions such as "marginheight" (this is usually fixed by using CSS to achieve the desired effect instead).

This error may also result if the element itself is not supported in the document type you are using, as an undefined element will have no supported attributes; in this case, see the element-undefined error message for further information.

How to fix: check the spelling and case of the element and attribute, (Remember XHTML is all lower-case) and/or check that they are both allowed in the chosen document type, and/or use CSS instead of this attribute. If you received this error when using the <embed> element to incorporate flash media in a Web page, see the FAQ item on valid flash.

Line 132, Column 48: **there is no attribute "LEFTMARGIN"**

```
<body bgcolor="#FFFFFF" topmargin=0 leftmargin=0 rightmargin=0 ID="body"
```

You have used the attribute named above in your document, but the document type you are using does not support that attribute for this element. This error is often caused by incorrect use of the "Strict" document type with a document that uses frames (e.g. you must use the "Transitional" document type to get the "target" attribute), or by using vendor proprietary extensions such as "marginheight" (this is usually fixed by using CSS to achieve the desired effect instead).

This error may also result if the element itself is not supported in the document type you are using, as an undefined element will have no supported attributes; in this case, see the element-undefined error message for further information.

How to fix: check the spelling and case of the element and attribute, (Remember XHTML is all

lower-case) and/or check that they are both allowed in the chosen document type, and/or use CSS instead of this attribute. If you received this error when using the <embed> element to incorporate flash media in a Web page, see the FAQ item on valid flash.

Line 132, Column 62: **there is no attribute "RIGHTMARGIN"**

```
<body bgcolor="#FFFFFF" topmargin=0 leftmargin=0 rightmargin=0 ID="body"
```

You have used the attribute named above in your document, but the document type you are using does not support that attribute for this element. This error is often caused by incorrect use of the "Strict" document type with a document that uses frames (e.g. you must use the "Transitional" document type to get the "target" attribute), or by using vendor proprietary extensions such as "marginheight" (this is usually fixed by using CSS to achieve the desired effect instead).

This error may also result if the element itself is not supported in the document type you are using, as an undefined element will have no supported attributes; in this case, see the element-undefined error message for further information.

How to fix: check the spelling and case of the element and attribute, (Remember XHTML is all lower-case) and/or check that they are both allowed in the chosen document type, and/or use CSS instead of this attribute. If you received this error when using the <embed> element to incorporate flash media in a Web page, see the FAQ item on valid flash.

Line 133, Column 14: **there is no attribute "MARGINHEIGHT"**

```
marginheight=0 marginwidth=0  onResize="resizeHandler()" onLoad="changeFont();l…
```

You have used the attribute named above in your document, but the document type you are using does not support that attribute for this element. This error is often caused by incorrect use of the "Strict" document type with a document that uses frames (e.g. you must use the "Transitional" document type to get the "target" attribute), or by using vendor proprietary extensions such as "marginheight" (this is usually fixed by using CSS to achieve the desired effect instead).

This error may also result if the element itself is not supported in the document type you are using, as an undefined element will have no supported attributes; in this case, see the element-undefined error message for further information.

How to fix: check the spelling and case of the element and attribute, (Remember XHTML is all lower-case) and/or check that they are both allowed in the chosen document type, and/or use CSS instead of this attribute. If you received this error when using the <embed> element to incorporate flash media in a Web page, see the FAQ item on valid flash.

Line 133, Column 28: **there is no attribute "MARGINWIDTH"**

```
marginheight=0 marginwidth=0  onResize="resizeHandler()" onLoad="changeFont();l…
```

You have used the attribute named above in your document, but the document type you are using does not support that attribute for this element. This error is often caused by incorrect use of the "Strict" document type with a document that uses frames (e.g. you must use the "Transitional" document type to get the "target" attribute), or by using vendor proprietary extensions such as "marginheight" (this is usually fixed by using CSS to achieve the desired effect instead).

This error may also result if the element itself is not supported in the document type you are using, as an undefined element will have no supported attributes; in this case, see the element-undefined error message for further information.

How to fix: check the spelling and case of the element and attribute, (Remember XHTML is all lower-case) and/or check that they are both allowed in the chosen document type, and/or use CSS instead of this attribute. If you received this error when using the <embed> element to incorporate flash media in a Web page, see the FAQ item on valid flash.

Line 133, Column 40: **there is no attribute "ONRESIZE"**

```
…arginheight=0 marginwidth=0  onResize="resizeHandler()" onLoad="changeFont();l…
```

You have used the attribute named above in your document, but the document type you are using does not support that attribute for this element. This error is often caused by incorrect use of the "Strict" document type with a document that uses frames (e.g. you must use the "Transitional" document type to get the "target" attribute), or by using vendor proprietary extensions such as "marginheight" (this is usually fixed by using CSS to achieve the desired effect instead).

This error may also result if the element itself is not supported in the document type you are using, as an undefined element will have no supported attributes; in this case, see the element-undefined error message for further information.

How to fix: check the spelling and case of the element and attribute, (Remember XHTML is all lower-case) and/or check that they are both allowed in the chosen document type, and/or use CSS instead of this attribute. If you received this error when using the <embed> element to incorporate flash media in a Web page, see the FAQ item on valid flash.

Line 133, Column 95: **document type does not allow element "BODY" here**

```
…arginwidth=0  onResize="resizeHandler()" onLoad="changeFont();loadHandler();" >
```

The element named above was found in a context where it is not allowed. This could mean that you have incorrectly nested elements -- such as a "style" element in the "body" section instead of inside "head" -- or two elements that overlap (which is not allowed).

One common cause for this error is the use of XHTML syntax in HTML documents. Due to HTML's rules of implicitly closed elements, this error can create cascading effects. For instance, using XHTML's "self-closing" tags for "meta" and "link" in the "head" section of a

EXHIBIT H

The W3C CSS Validation Service

W3C CSS Validator results for TextArea (CSS level 3)

Jump to: Errors (156) Warnings (47) Validated CSS

W3C CSS Validator results for TextArea (CSS level 3)

Sorry! We found the following errors (156)

URI : TextArea

119	.term, .thTerm	Value Error : cursor hand is not a cursor value : hand
126	.pmterm	hand is not a cursor value : hand
140	.helpLHideN	Value Error : visibility hide is not a visibility value : hide
140	.helpLHideN	Property zindex doesn't exist : 1
141	.helpL0N	Value Error : visibility hide is not a visibility value : hide
141	.helpL0N	Property zindex doesn't exist : 1
142	.helpL1N	Value Error : visibility hide is not a visibility value : hide
142	.helpL1N	Property zindex doesn't exist : 2
143	.helpL2N	Value Error : visibility hide is not a visibility value : hide
143	.helpL2N	Property zindex doesn't exist : 3
144	.helpL3N	Value Error : visibility hide is not a visibility value : hide
144	.helpL3N	Property zindex doesn't exist : 4
145	.txtHide	Value Error : visibility hide is not a visibility value : hide
147	.txt#tagDel	Value Error : visibility hide is not a visibility value : hide
148	.txt#tagDelS	Value Error : visibility show is not a visibility value : show
149	.txt#tagSrc	Value Error : visibility hide is not a visibility value : hide
150	.txt#tagSrcS	Value Error : visibility show is not a visibility value : show
165	.tocexpandNS	Value Error : visibility hide is not a visibility value : hide
168	.tocexpandNS	Property layer-background-color doesn't exist : #FFFFCC

174	.tocposNS	Value Error : visibility hide is not a visibility value : hide
175	.tocposShowNS	Value Error : visibility show is not a visibility value : show
182	.tocexpandIE	Property layer-background-color doesn't exist : #FFFFCC
191	.CALyr	Property layer-background-color doesn't exist : #FFFFCC
220	.tocScrollDiv	Value Error : height only 0 can be a length. You must put a unit after your number : 100
221	.tocScrollDiv	Value Error : width only 0 can be a length. You must put a unit after your number : 380
227	.tocScrollDivNS	Value Error : height only 0 can be a length. You must put a unit after your number : 100
228	.tocScrollDivNS	Value Error : width only 0 can be a length. You must put a unit after your number : 380
296	.hpOpt	Value Error : width "162px" is not a width value : "162px"
320	.fpMenuCell	Value Error : cursor normal is not a cursor value : normal
327	.fpMenuCellHover	Value Error : cursor hand is not a cursor value : hand
373	.tabActive, .tabInactive	hand is not a cursor value : hand
406	.menu a:visited	Value Error : color 0 is not a color value : 0
410	.menu a:hover	Value Error : color 0 is not a color value : 0
415	td.menu	Value Error : color 0 is not a color value : 0
445	td.disabled	Value Error : color 999966 is not a color value : 999966
450	td.disabled	Property font-color doesn't exist : 999966
469	.lnPopupStyle	Property layer-background-color doesn't exist : #DFDFDF
482	.CRNTrailStyle	Property layer-background-color doesn't exist : #DFDFDF
574	a.rtMenuItem:hover	Value Error : cursor hand is not a cursor value : hand
608	tr.trActive	Value Error : cursor hand is not a cursor value : hand
620	span.imgInactive	Property ackground-image doesn't exist : url(/ri/arrow_black.gif)
631	img.meDocHand	Value Error : cursor hand is not a cursor value : hand
797	a.dftintralnk	Value Error : color Unknown dimension 3300cc

888	.hpTopLk2	hand is not a cursor value : hand
932	.smallsans	Value Error : font-family Parse Error : , Arial, Helvetica, sans-serif
935	.smallsansInact	Value Error : font-family Parse Error : , Arial, Helvetica, sans-serif
943	.trGNSMActive	Value Error : font-family Parse Error : , Arial, Helvetica, sans-serif
953	.trGNSMInactive	Value Error : font-family Parse Error : , Arial, Helvetica, sans-serif
960	table.tableMenu	Value Error : cursor hand is not a cursor value : hand
963	span.disabledLink	Value Error : color 999999 is not a color value : 999999
1035	tr.SStrActiveClass	Value Error : cursor hand is not a cursor value : hand
1073	.ssrchDocSel	Value Error : width only 0 can be a length. You must put a unit after your number : 285
1077	.ssrchDocSel	Value Error : border Unknown dimension 2pxinset
1104	.tsppopupclose	Value Error : cursor hand is not a cursor value : hand
1140	#tsppopup	Parse Error duration=1)
1176	.scBlackTerm	Value Error : color #black is not a valid color 3 or 6 hexadecimals numbers : #black
1183	.spellCheckFakeDivIE	none is not a overflow-x value : none
1298	.SS_popmenu	Parse Error -HEIGHT: 1.1em
1349	.SS_popmenubar A	hand is not a cursor value : hand
1438	tr.SS_headerblack td	Value Error : padding only 0 can be a length. You must put a unit after your number : 3 3 3 3
1445	tr.SS_subheaderdkgray td	Value Error : padding only 0 can be a length. You must put a unit after your number : 3 3 3 3
1451	tr.SS_noshadewhite td	Value Error : padding only 0 can be a length. You must put a unit after your number : 3 3 3 3
1469	table.SS_tableborder	Value Error : width only 0 can be a length. You must put a unit after your number : 750
1473	table.SS_tablenoborder	Value Error : width only 0 can be a length. You must put a unit after your number : 750

1700	.pgheader	Property font-color doesn't exist : #000000
1903	input.editButton, input.browseButton	Value Error : cursor hand is not a cursor value : hand
1916	input.selectSourcesButton	Value Error : cursor hand is not a cursor value : hand
1967	.rbcTitleBar	Value Error : font-family 11px is not a font-family value : 11px Verdana,Arial,Helvetica,sans-serif
1989	.rbcFormHeading	Value Error : font-size only 0 can be a length. You must put a unit after your number : 11
1995	.rbcFormSelect	Value Error : font-size only 0 can be a length. You must put a unit after your number : 11
1995	.rbcFormSelect	Value Error : width only 0 can be a length. You must put a unit after your number : 200
2003	input.rbcFormSelect	Parse Error onfocus="newcodeopt.checked='checked';"
2007	.rbcGoImage	Value Error : vertical-align null is not a vertical-align value : center
2011	#rbcInput1	Value Error : width only 0 can be a length. You must put a unit after your number : 20
2038	.panebarselectedtab	Value Error : background #FFFFF is not a background-color value : #FFFFF url(/ri/TabMiddleWhite.gif) repeat-x
2149	input.invButtonWidget	Value Error : height only 0 can be a length. You must put a unit after your number : 30
2150	input.invButtonWidget	Value Error : width only 0 can be a length. You must put a unit after your number : 49
2153	input.invButtonWidget:hover	Value Error : height only 0 can be a length. You must put a unit after your number : 30
2154	input.invButtonWidget:hover	Value Error : width only 0 can be a length. You must put a unit after your number : 49
2240	input.bentArrowButton	Value Error : cursor hand is not a cursor value : hand
2261	input.tpCheckmarkRedButton	Value Error : cursor hand is not a cursor value : hand
2497	#sourceList input	Value Error : cursor ptr is not a cursor value : ptr
2502	#sourceList label	Value Error : cursor ptr is not a cursor value : ptr
2577	input.addButton	Value Error : cursor hand is not a cursor value : hand

2598	input.removeButton	Value Error : cursor hand is not a cursor value : hand
2619	input.moveUpButton	Value Error : cursor hand is not a cursor value : hand
2640	input.moveDownButton	Value Error : cursor hand is not a cursor value : hand
2781	*	Parse Error *html div#fas_content .header span.right { margin: -3px 3px 0 0; }
3022	.l3Bold1	Value Error : padding-right only 0 can be a length. You must put a unit after your number : 2
3058	*	Parse Error *html img.marketingBlurb { width:187px; height:234px; border:0px; padding-left:5p; margin-right:220px; }
3071	*	Parse Error *html img.quickSearchMarketingBlurb { width:188px; height:167px; border:0px; padding-left:5p; margin-right:220px; }
3080	*	Parse Error *html td.lastQSRow { padding-top:7; padding-left:12px; padding-bottom:10px; }
3105	.qsTabActive, .qsTabInactive	Value Error : cursor hand is not a cursor value : hand
3146	*	Parse Error *html div#quickSearchByRcntSrc a.formfld {position:relative; top:-3px;}
3220	div#deliveryLinks ul	Property bottom-padding doesn't exist : 2px
3312	ul#topnav li	Value Error : font-size normal is not a font-size value : normal
3399	ul#topnav li .sub, #subnavdiv .sub, #header .ddsub	Value Error : left only 0 can be a length. You must put a unit after your number : -90
3627	li.LeftSelectedTab	Value Error : background-position only 0 can be a length. You must put a unit after your number : 0 0,50% 23,right 0
3683	#subnavdiv a.disabled	Property visibilty doesn't exist : hidden
3804	.primary	Parse Error color=#000000)
3934	.buttonGetAndFind	Parse Error *margin-right:3px;
3935		Unknown pseudo-element or pseudo-class :bold
3937		Parse Error [85% Verdana; } html:not([dummy]) .buttonGetAndFind]

3946	.buttonShepards	Parse Error *margin-right:3px;
3947		Unknown pseudo-element or pseudo-class :relative
3947	position	Parse Error relative;
3955		Parse Error [:6px; *position:none; *bottom:0px; padding-top:6px !important; padding-bottom:6px !important; padding-left:2px; } html:not([dummy]) .buttonShepards]
3970	.buttonLexis	Parse Error *position:none;
3971	*	Parse Error *bottom:0px;
3975		Parse Error [:6px !important; padding-bottom:6px !important; } html:not([dummy]) .buttonLexis]
4024	html:not([dummy]) .scrollDivTable	Value Error : padding-left only 0 can be a length. You must put a unit after your number : 10
4161	.alertsHeader	Value Error : border-color cccccc is not a border-color value : cccccc
4176	div.alertsOuter	Value Error : border-left-color cccccc is not a border-left-color value : cccccc
4177	div.alertsOuter	Value Error : border-right-color cccccc is not a border-right-color value : cccccc
4182	div.alertsOuter	Value Error : clear all is not a clear value : all
4185	div.alertsOuter	Value Error : border-top-color b0012d is not a border-top-color value : b0012d
4195	div.alertsBody	Value Error : border-color cccccc is not a border-color value : cccccc
4199	div.alertsBody	Value Error : clear all is not a clear value : all
4209	div.alertsBodyGw	Value Error : border-color cccccc is not a border-color value : cccccc
4250	.alertsLinkInactive	Value Error : color Too many values or values are not recognized : dark blue
4324	.alertsLeftTabSpacer	Value Error : border-bottom-color cccccc is not a border-bottom-color value : cccccc
4335	.alertsTabSpacer	Value Error : border-bottom-color cccccc is not a border-bottom-color value : cccccc

4349	.alertsRightTabSpacer	Value Error : border-bottom-color cccccc is not a border-bottom-color value : cccccc
4541	.selectedtabstyle	Property size doesn't exist : 10
5074	*	Parse Error *html input.invSrchFrmAjaxButton, button.invSrchFrmAjaxButton { width:auto; _width:100px; }
5088	#mainLayer li:hover	Value Error : text-decoration unerline is not a color value : unerline
5161	*	Parse Error *html fieldset { padding:5px 0 10px 0; }
5164	*	Parse Error *html div.searchForm fieldset { width:650px; }
5170	*	Parse Error *html div.searchFormNoSpellCheck fieldset#semantic_restrDate { width:580px; }
5190	*	Parse Error *html div.searchForm { margin-left:3px; }
5193	*	Parse Error *html div.searchFormNoSpellCheck { margin-left:3px; }
5223	*	Parse Error *html form#boolForm fieldset#bool_termsEntry, *html form#freeForm fieldset#free_termsEntry { width:500px; _width:490px; }
5281	*	Parse Error *html form#boolForm fieldset#boolFormOptions, *html form#freeForm fieldset#freeFormOptions { left:4px; }
5300	*	Parse Error *html div.searchFormOption { overflow-y: hidden; overflow-x: hidden; }
5325	*	Parse Error *html div.searchFormOptionActive { overflow-y: hidden; overflow-x: hidden; position:relative; left:5px; height:20px; margin-left: -5px; _width:145px; }
5345	*	Parse Error *html input.invSrchFrmButton, button.invSrchFrmButton { font: 11px Verdana,Arial,Helvetica,sans-serif; text-decoration:none; color:#004b91; background:transparent; border:0; padding:0 2px 0 0; margin:0; width:105px; height:auto; text-align:left; }
5364	*	Parse Error *html form#sourceSearchForm fieldset#formOptions{ padding-bottom:0px; }
5459	*	Parse Error *html div#semInputHelp { padding-left:135px; width:579px; }

5464		Parse Error [:]
5531	*	Parse Error *html fieldset#bool_tocSearchWithin input, fieldset#free_tocSearchWithin input { margin: -3px 0px 0px; }
5543	*	Parse Error *html div#bool_tocSelectedNodes input.khakiButton, *html div#free_tocSelectedNodes input.khakiButton { float:right; margin-right:90px; }
5620	*	Parse Error *html div#featuredContent.fc_truncDisplay input#fc_viewAll, *html div#featuredContent.fc_selectDisplay input#fc_viewAll { margin-left:5px; }
5750	div#freeHelpPod a	Value Error : font inherit is not a font value : inherit Verdana,Arial,Helvetica,sans-serif
5755	div#easyHelpPod a	Value Error : font inherit is not a font value : inherit Verdana,Arial,Helvetica,sans-serif
5759	div#semHelpPod a	Value Error : font inherit is not a font value : inherit Verdana,Arial,Helvetica,sans-serif
5802	*	Parse Error *html div#formPageErr { width:550px; }
5820	.edit	Parse Error color=#000000)
6006	*	Parse Error *html iframe#disablePage { position:absolute; filter:alpha(opacity=60); top: expression((topval=document.body.scrollTop)+'px'); height: expression((heightval=document.body.clientHeight)+'px'); width: expression((widthval=document.body.clientWidth)+'px'); }
6011	html > body iframe#disablePage	Parse Error opacity=60)
6050	*	Parse Error *html body div#bool_searchTerms_fake, *html body div#free_searchTerms_fake { width:390px; height:130px; }
6235	.dedupeBottom	Property maring-top doesn't exist : 5px
6302	#transDiv	Parse Error opacity=40)
6513	#transitionDiv	Parse Error = 0)
6572	.tabletBGheader	Value Error : background-image top is not a color value)

6741	a.tabletOptionTabs	Value Error : background-image top is not a color value)
6766	.fifolabelsel	Property align doesn't exist : left

TOP

I ♥ VALIDATOR

The W3C validators rely on community support for hosting and development.
Donate and help us build better tools for a better web.

4430
Flattr

Warnings (47)

URI : TextArea

84		Family names containing whitespace should be quoted. If quoting is omitted, any whitespace characters before and after the name are ignored and any sequence of whitespace characters inside the name is converted to a single space.
88		Family names containing whitespace should be quoted. If quoting is omitted, any whitespace characters before and after the name are ignored and any sequence of whitespace characters inside the name is converted to a single space.
91		Family names containing whitespace should be quoted. If quoting is omitted, any whitespace characters before and after the name are ignored and any sequence of whitespace characters inside the name is converted to a single space.
96		Family names containing whitespace should be quoted. If quoting is omitted, any whitespace characters before and after the name are ignored and any sequence of whitespace characters inside the name is converted to a single space.
216	.tocScrollDiv	Same color for background-color and border-top-color
216	.tocScrollDiv	Same color for background-color and border-right-color
216	.tocScrollDiv	Same color for background-color and border-bottom-color
216	.tocScrollDiv	Same color for background-color and border-left-color

224	.tocScrollDivNS	Same color for background-color and border-top-color
224	.tocScrollDivNS	Same color for background-color and border-right-color
224	.tocScrollDivNS	Same color for background-color and border-bottom-color
224	.tocScrollDivNS	Same color for background-color and border-left-color
1181	.spellCheckFakeDivIE	Same color for background-color and border-top-color
1181	.spellCheckFakeDivIE	Same color for background-color and border-right-color
1181	.spellCheckFakeDivIE	Same color for background-color and border-bottom-color
1181	.spellCheckFakeDivIE	Same color for background-color and border-left-color
1291	.SS_popmenu	Same color for background-color and color
1719	input.saBtn	Same color for background-color and color
2652	hr.tabEditSectionDivider	Same color for background-color and color
3400	#header .ddsub	Same color for background-color and border-top-color
3400	#header .ddsub	Same color for background-color and border-top-color
3400	#header .ddsub	Same color for background-color and border-top-color
3801	.primary	Same color for background-color and border-top-color
3801	.primary	Same color for background-color and border-right-color
3801	.primary	Same color for background-color and border-bottom-color
3801	.primary	Same color for background-color and border-left-color
5078		Property _width is an unknown vendor extension
5114	.priErr	Same color for background-color and border-top-color
5114	.priErr	Same color for background-color and border-right-color
5114	.priErr	Same color for background-color and border-bottom-color
5114	.priErr	Same color for background-color and border-left-color

NOTE: The report is 165 pages long, but I have only included the first 10 pages of error messages in this exhibit. CM.

EXHIBIT I

http://www.lexisnexis.com/hottopics/mscode/ - Section 508

Scan completed: 10/10/2013 2:03:22 PM

Group	All issues
Section 508	7

Section 508 guidelines for web applications as described at the US Access Board web site.

- 1194.22(a)

  A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).

  - a.1 All IMG elements are required to contain either...

    The ALT or LONGDESC attribute is used by user agents to supply information about an image when images cannot be shown.

    - Non-decorative IMG element contains empty ALT attribute.
      - http://www.lexisnexis.com/hottopics/mscode/bann...
        - Line 40, column 33, IMG element, SRC = "http://www.lexi...ottopics/mscode/images/20x20.gif"
    - Page does not have IMG elements.
      - http://www.lexisnexis.com/hottopics/mscode/
      - http://www.lexisnexis.com/hottopics/mscode/blan...
      - http://www.lexisnexis.com/hottopics/mscode/layo...
  - a.2 All APPLET elements are required to contain bot...

    APPLET elements provide functionality that is not available to all users. Either the element content or the ALT attribute are used to describe the purpose of the applet, depending on the user agent.

    - No APPLET elements found.
      - http://www.lexisnexis.com/hottopics/mscode/
      - http://www.lexisnexis.com/hottopics/mscode/bann...
      - http://www.lexisnexis.com/hottopics/mscode/blan...
      - http://www.lexisnexis.com/hottopics/mscode/layo...
  - a.3 When EMBED elements are used, the NOEMBED eleme...

    EMBED elements present functionality not available to all users. The NOEMBED element can be used to provide a description.

    - Page does not have EMBED elements.
      - http://www.lexisnexis.com/hottopics/mscode/
      - http://www.lexisnexis.com/hottopics/mscode/bann...
      - http://www.lexisnexis.com/hottopics/mscode/blan...
      - http://www.lexisnexis.com/hottopics/mscode/layo...
  - a.4 All OBJECT elements are required to contain ele...

    OBJECT elements typically use technologies that are not available to all users. The element content is used to describe the purpose of the object/applet.

    - Page does not have OBJECT elements.
      - http://www.lexisnexis.com/hottopics/mscode/
      - http://www.lexisnexis.com/hottopics/mscode/bann...
      - http://www.lexisnexis.com/hottopics/mscode/blan...
      - http://www.lexisnexis.com/hottopics/mscode/layo...
- 1194.22(d)

  Documents shall be organized so they are readable without requiring an associated style sheet.

  - d.2 Failure of Success Criterion 1.4.3, 1.4.6 and 1...

    Users with vision loss or cognitive challenges often require specific foreground (text) and background color combinations. For instance, many people with low vision find it much easier to see a Web page that has white text on a black background, so they may have set their user agent to create this contrast. If the author specifies that the text must be black, then it may override the settings of the user agent and render a page that has black text (specified by the author) on black background (that was set in the user agent). This principle also works in reverse. If the Webmaster forces the background to be white, then the white background specified by the author

would be the same color as the white text (which was set in the user agent) rendering the page unusable to the user. Therefore, if the author specifies a foreground (text) color then they should also specify a background color which has sufficient contrast (link) with the foreground and vice versa.

- Element specifies background color but not specify foreground (text) color
  - http://www.lexisnexis.com/hottopics/mscode/bann...
    - Line 40, column 9, TD element
    - Line 40, column 33, IMG element, SRC = "http://www.lexi...ottopics/mscode/images/20x20.gif"
  - http://www.lexisnexis.com/hottopics/mscode/layo...
    - Line 31, column 1, TABLE element
    - Line 32, column 3, TR element
    - Line 33, column 5, TD element
    - Line 35, column 3, TR element
    - Line 38, column 3, TR element
    - Line 39, column 4, TD element
    - Line 39, column 28, BR element
    - Line 40, column 303, A element, HREF = "http://www.lexi...com/hottopics/mscode/support.htm"
    - Line 40, column 359, BR element
    - Line 40, column 365, BR element
    - Line 41, column 5, STRONG element
    - Line 41, column 40, BR element
    - Line 42, column 44, A element, HREF = "http://www.lexisnexis.com/terms"
    - Line 42, column 167, A element, HREF = "http://www.lexisnexis.com/terms"
    - Line 44, column 3, TR element
    - Line 45, column 5, TD element
    - Line 48, column 3, TR element
    - Line 49, column 5, TD element
    - Line 52, column 1, DIV element
- Page contain no elements that specific foreground color but no background color or vice versa
  - http://www.lexisnexis.com/hottopics/mscode/
  - http://www.lexisnexis.com/hottopics/mscode/blan...

- d.1 Organize documents so they may be read without ...

  Organize documents so they may be read without style sheets. For example, when an HTML document is rendered without associated style sheets, it must still be possible to read the page.

  - Page uses an external style sheet. Verify that the page can be read without it.
    - http://www.lexisnexis.com/hottopics/mscode/bann...
    - http://www.lexisnexis.com/hottopics/mscode/layo...
  - Page does not use style sheets.
    - http://www.lexisnexis.com/hottopics/mscode/
    - http://www.lexisnexis.com/hottopics/mscode/blan...
- d.3 Making the DOM order match the visual order
  - Elements displayed with absolute positioning may be out of logical DOM order
    - http://www.lexisnexis.com/hottopics/mscode/layo...
      - Line 30, column 1, DIV element
  - Page does not use absolute positioning
    - http://www.lexisnexis.com/hottopics/mscode/
    - http://www.lexisnexis.com/hottopics/mscode/bann...
    - http://www.lexisnexis.com/hottopics/mscode/blan...

- 1194.22(i)

  Frames shall be titled with text that facilitates frame identification and navigation

  - i.1 All IFRAME elements are required to contain ele...

    IFRAME elements provide functionality that is not available to all users. The element content should describe the purpose of the IFRAME.

    - IFRAME element does not have element content.
      - http://www.lexisnexis.com/hottopics/mscode/layo...
        - Line 24, column 9, IFRAME element, SRC = "http://www.lexi....com/hottopics/mscode/banner.htm"
        - Line 27, column 43, IFRAME element
    - Page does not have IFRAME elements.
      - http://www.lexisnexis.com/hottopics/mscode/
      - http://www.lexisnexis.com/hottopics/mscode/bann...
      - http://www.lexisnexis.com/hottopics/mscode/blan...
  - i.2 All FRAME elements are required to contain the ...
    - FRAME element does not contain a TITLE attribute.
      - http://www.lexisnexis.com/hottopics/mscode/
        - Line 17, column 3, FRAME element, SRC = "http://www.lexi....com/hottopics/mscode/layout.htm"
        - Line 18, column 3, FRAME element, SRC = "http://www.lexi...s.com/hottopics/mscode/blank.htm"
      - http://www.lexisnexis.com/hottopics/mscode/layo...

- Line 24, column 9, IFRAME element, SRC = "http://www.lexi....com/hottopics/mscode/banner.htm"
- Line 27, column 43, IFRAME element

- No FRAME elements found in document body.
  - http://www.lexisnexis.com/hottopics/mscode/bann...
  - http://www.lexisnexis.com/hottopics/mscode/blan...

- i.3 All FRAMESET elements will be checked for the N...

  Pages with frames are not available to all users. The NOFRAMES element should used to provide an alternative.

  - Outer FRAMESET does not have NOFRAMES.
    - http://www.lexisnexis.com/hottopics/mscode/
  - Page does not have FRAMESET elements.
    - http://www.lexisnexis.com/hottopics/mscode/bann...
    - http://www.lexisnexis.com/hottopics/mscode/blan...
    - http://www.lexisnexis.com/hottopics/mscode/layo...

- 1194.22(c)

  Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.

  - c.1 Ensure that all information conveyed with color...

    This check identifies pages that potentially require color for visual checking.

    - Page references an external style-sheet. Visual check required.
      - http://www.lexisnexis.com/hottopics/mscode/bann...
      - http://www.lexisnexis.com/hottopics/mscode/layo...
    - Page does not specify color information.
      - http://www.lexisnexis.com/hottopics/mscode/
      - http://www.lexisnexis.com/hottopics/mscode/blan...

- 1194.22(g)

  Row and column headers shall be identified for data tables.

  - g.1 For data tables, identify row and column headers

    This check identifies data tables that do not have any TH elements. Data tables are recognised as having a border attribute greater than 0. Tables with no border require a visual check, unless they contain input, image or child table elements, or cells with long text, indicating they are most likely layout tables.

    - Possible data table does not use TH element.
      - http://www.lexisnexis.com/hottopics/mscode/bann...
        - Line 41, column 34, TABLE element
      - http://www.lexisnexis.com/hottopics/mscode/layo...
        - Line 22, column 1, TABLE element
    - Page contains no tables.
      - http://www.lexisnexis.com/hottopics/mscode/
      - http://www.lexisnexis.com/hottopics/mscode/blan...

- 1194.22(j)

  Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.

  - j.2 Until user agents allow users to control blinki...
    - Page may contain elements that cause blinking.
      - http://www.lexisnexis.com/hottopics/mscode/
      - http://www.lexisnexis.com/hottopics/mscode/bann...
      - http://www.lexisnexis.com/hottopics/mscode/layo...
    - Page does not contain elements that can cause blinking.
      - http://www.lexisnexis.com/hottopics/mscode/blan...
  - j.1 Pages are required not to contain the BLINK ele...
    - Page does not contain a BLINK element.
      - http://www.lexisnexis.com/hottopics/mscode/
      - http://www.lexisnexis.com/hottopics/mscode/bann...
      - http://www.lexisnexis.com/hottopics/mscode/blan...
      - http://www.lexisnexis.com/hottopics/mscode/layo...

- 1194.22(k)

  A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.

  - k.1 Check for a 'Text Only Version' link that provi...

If a Text Only Equivalent of a page is provided it must be updated every time the primary content changes. This checkpoint typically gets marked N/A because there are sufficient techniques for making complex web content accessible. This checkpoint may need to be customized.

- Verify if text only version is necessary for page
  - http://www.lexisnexis.com/hottopics/mscode/
  - http://www.lexisnexis.com/hottopics/mscode/bann...
  - http://www.lexisnexis.com/hottopics/mscode/blan...
  - http://www.lexisnexis.com/hottopics/mscode/layo...

- 1194.22(l)

  When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assistive technology.

  - l.1 Verify information provided by scripts shall be...
    - Verify that script is invokable or have textual representation
      - http://www.lexisnexis.com/hottopics/mscode/
      - http://www.lexisnexis.com/hottopics/mscode/bann...
      - http://www.lexisnexis.com/hottopics/mscode/layo...
    - No scripts used on page
      - http://www.lexisnexis.com/hottopics/mscode/blan...

- 1194.22(p)

  When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required

  - p.2 Allow users to complete an activity without any...

    The objective of this technique is to provide users with all the time they need to complete an activity. This technique involves providing a specified activity which does not require timed interaction. Users are allowed as much time as they need to interact with the activity.

    - Verify purpose of timeout. Usability test to ensure that user can complete activity without time limit
      - http://www.lexisnexis.com/hottopics/mscode/
        - Line 7, column 1, SCRIPT element, SRC = "http://www.lexi...jslib/jquery/jquery-1.2.6.min.js"
      - http://www.lexisnexis.com/hottopics/mscode/bann...
        - Line 7, column 1, SCRIPT element, SRC = "http://www.lexisnexis.com/clients/jslib/utils.js"
      - http://www.lexisnexis.com/hottopics/mscode/layo...
        - Line 9, column 1, SCRIPT element, SRC = "http://www.lexisnexis.com/clients/jslib/utils.js"
    - Page does not contain timeouts
      - http://www.lexisnexis.com/hottopics/mscode/blan...
  - p.1 Pages are required not to use the META element ...

    Until user agents provide the ability to stop the refresh, do not create periodically auto-refreshing pages.

    - Page does not contain the META element.
      - http://www.lexisnexis.com/hottopics/mscode/
      - http://www.lexisnexis.com/hottopics/mscode/bann...
      - http://www.lexisnexis.com/hottopics/mscode/blan...
      - http://www.lexisnexis.com/hottopics/mscode/layo...

- 1194.22(e)

  Redundant text links shall be provided for each active region of a server-side image map.

  - e.2 No INPUT element should contain the USEMAP attr...
    - No INPUT element contains an USEMAP attribute.
      - http://www.lexisnexis.com/hottopics/mscode/layo...
    - Page does not contain INPUT elements.
      - http://www.lexisnexis.com/hottopics/mscode/
      - http://www.lexisnexis.com/hottopics/mscode/bann...
      - http://www.lexisnexis.com/hottopics/mscode/blan...
  - e.1 Locate any IMG element that contains the ISMAP ...

    If you must use a server-side image map, provide redundant text links for each active region. You should use client-side image maps where possible.

    - Page does not use server-side maps.
      - http://www.lexisnexis.com/hottopics/mscode/
      - http://www.lexisnexis.com/hottopics/mscode/bann...
      - http://www.lexisnexis.com/hottopics/mscode/blan...

- http://www.lexisnexis.com/hottopics/mscode/layo...

- 1194.22(f)

  Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.

  - f.2 No IMG element should contain the ISMAP attribute
    - No IMG element contains an ISMAP attribute.
      - http://www.lexisnexis.com/hottopics/mscode/bann...
    - Page does not contain IMG elements.
      - http://www.lexisnexis.com/hottopics/mscode/
      - http://www.lexisnexis.com/hottopics/mscode/blan...
      - http://www.lexisnexis.com/hottopics/mscode/layo...
  - f.3 No INPUT element should contain the ISMAP attri...
    - No INPUT element contains an ISMAP attribute.
      - http://www.lexisnexis.com/hottopics/mscode/layo...
    - Page does not contain INPUT elements.
      - http://www.lexisnexis.com/hottopics/mscode/
      - http://www.lexisnexis.com/hottopics/mscode/bann...
      - http://www.lexisnexis.com/hottopics/mscode/blan...
  - f.1 All AREA elements are required to have the ALT ...

    Client-side image maps present functionality that is not available to all users. The ALT attribute can be used for AREA elements to provide a text equivalent.

    - Page has no AREA elements.
      - http://www.lexisnexis.com/hottopics/mscode/
      - http://www.lexisnexis.com/hottopics/mscode/bann...
      - http://www.lexisnexis.com/hottopics/mscode/blan...
      - http://www.lexisnexis.com/hottopics/mscode/layo...

- 1194.22(n)

  When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

  - n.5 Ensure that all LABEL 'FOR' attributes match an...
    - LABEL element 'FOR' attribute has unique ID's and matches all controls.
      - http://www.lexisnexis.com/hottopics/mscode/
      - http://www.lexisnexis.com/hottopics/mscode/bann...
      - http://www.lexisnexis.com/hottopics/mscode/blan...
      - http://www.lexisnexis.com/hottopics/mscode/layo...
  - n.1 Identify all LABEL elements used within FORM el...

    Until user agents support explicit associations between labels and form controls, for all form controls with implicitly associated labels, ensure that the label is properly positioned.

    - Page does not contain FORM elements.
      - http://www.lexisnexis.com/hottopics/mscode/
      - http://www.lexisnexis.com/hottopics/mscode/bann...
      - http://www.lexisnexis.com/hottopics/mscode/blan...
      - http://www.lexisnexis.com/hottopics/mscode/layo...
  - n.2 All INPUT elements are required to contain the ...

    All visible INPUT elements must have a label, either by using a linked or containing LABEL element, or by using the ALT or TITLE attribute. Buttons are considered to be self-labeling.

    - No relevant INPUT elements found in document.
      - http://www.lexisnexis.com/hottopics/mscode/
      - http://www.lexisnexis.com/hottopics/mscode/bann...
      - http://www.lexisnexis.com/hottopics/mscode/blan...
      - http://www.lexisnexis.com/hottopics/mscode/layo...
  - n.3 Associate labels explicitly with their controls...

    All SELECT elements must have a label, either by using a linked or containing LABEL element, or by using the TITLE or ALT attribute.

    - No SELECT elements were found.
      - http://www.lexisnexis.com/hottopics/mscode/
      - http://www.lexisnexis.com/hottopics/mscode/bann...
      - http://www.lexisnexis.com/hottopics/mscode/blan...
      - http://www.lexisnexis.com/hottopics/mscode/layo...

- n.4 Associate labels explicitly with their controls...

  All TEXTAREA elements must have a label, either by using a linked or containing LABEL element, or by using the TITLE or ALT attribute.

  - No TEXTAREA elements were found.
    - http://www.lexisnexis.com/hottopics/mscode/
    - http://www.lexisnexis.com/hottopics/mscode/bann...
    - http://www.lexisnexis.com/hottopics/mscode/blan...
    - http://www.lexisnexis.com/hottopics/mscode/layo...

- 1194.22(b)

  Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.

  - b.1 Identify all OBJECT Elements that have a multim...

    For any time-based multimedia presentation (e.g., a movie or animation), synchronize equivalent alternatives (e.g., captions or auditory descriptions of the visual track) with the presentation.

    - Page does not have OBJECT elements.
      - http://www.lexisnexis.com/hottopics/mscode/
      - http://www.lexisnexis.com/hottopics/mscode/bann...
      - http://www.lexisnexis.com/hottopics/mscode/blan...
      - http://www.lexisnexis.com/hottopics/mscode/layo...
  - b.2 Identify all OBJECT Elements that have a DATA a...
    - Page does not contain OBJECT elements using known multimedia file extensions.
      - http://www.lexisnexis.com/hottopics/mscode/
      - http://www.lexisnexis.com/hottopics/mscode/bann...
      - http://www.lexisnexis.com/hottopics/mscode/blan...
      - http://www.lexisnexis.com/hottopics/mscode/layo...
  - b.3 Identify all EMBED elements that have a SRC att...
    - Page does not contain EMBED elements using a known multimedia file extension.
      - http://www.lexisnexis.com/hottopics/mscode/
      - http://www.lexisnexis.com/hottopics/mscode/bann...
      - http://www.lexisnexis.com/hottopics/mscode/blan...
      - http://www.lexisnexis.com/hottopics/mscode/layo...
  - b.4 Identify all links that have an HREF attribute ...

    For any time-based multimedia presentation (e.g., a movie or animation), synchronize equivalent alternatives (e.g., captions or auditory descriptions of the visual track) with the presentation.

    - Page does not contain links referring to any known multimedia file extension.
      - http://www.lexisnexis.com/hottopics/mscode/
      - http://www.lexisnexis.com/hottopics/mscode/bann...
      - http://www.lexisnexis.com/hottopics/mscode/blan...
      - http://www.lexisnexis.com/hottopics/mscode/layo...

- 1194.22(h)

  Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.

  - h.1 For data tables that have two or more logical l...

    Describe the table structure using the SUMMARY attribute. Identify structural groups of rows using THEAD, TFOOT, TBODY, COLGROUP and COL. Label table elements with the "scope", "headers", and "axis" attributes to assist user agents.

    - Page does not contain complex data tables.
      - http://www.lexisnexis.com/hottopics/mscode/
      - http://www.lexisnexis.com/hottopics/mscode/bann...
      - http://www.lexisnexis.com/hottopics/mscode/blan...
      - http://www.lexisnexis.com/hottopics/mscode/layo...

- 1194.22(m)

  When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with §1194.21(a) through (l).

  - m.1 All pages that have links to files that require...

    This checkpoint may require customization.

    - Page does not contain links to files known to require a special reader.
      - http://www.lexisnexis.com/hottopics/mscode/
      - http://www.lexisnexis.com/hottopics/mscode/bann...

- http://www.lexisnexis.com/hottopics/mscode/blan...
- http://www.lexisnexis.com/hottopics/mscode/layo...

- 1194.22(o)

  A method shall be provided that permits users to skip repetitive navigation links.

  - o.1 Pages should contain a bookmark link to skip na...

    This checkpoint may require customization.

    - Page has no links.
      - http://www.lexisnexis.com/hottopics/mscode/
      - http://www.lexisnexis.com/hottopics/mscode/bann...
      - http://www.lexisnexis.com/hottopics/mscode/blan...
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Total	**7**

EXHIBIT J

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Title 5. Legislative Department
Title 7. Executive Department
Title 9. Courts
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Title 17. Local Government; Provisions Common To Counties And Municipalities
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EXHIBIT L

RESEARCH REFERENCES

CJS. C.J.S. Statutes §§ 270-272.

§ 1-1-8. Official code; recognition as evidence of public statute laws; restrictions on use of certain words or names in title of codes other than official version.

(1) The Mississippi Code of 1972 Annotated, as amended, modified and revised from time to time, that is published by the company with which the Joint Legislative Committee on Compilation, Revision and Publication of Legislation has contracted under Section 1-1-107(a):

(a) Is the official code of the public statute laws of the State of Mississippi that are enacted by the Legislature; and

(b) Shall be used, received, recognized and referred to as the official code of the public statute laws of the State of Mississippi, and shall be considered as evidence of the public statute laws of the State of Mississippi, in all courts of the State and by all public officers, offices, departments and agencies of the state and its political subdivisions, and in all other places or instances where the public statute laws of the State may come into question. However, if there is any conflict between the language of any statute as it appears in the Mississippi Code of 1972 Annotated and in the General Laws of Mississippi, the language in the General Laws shall control; and if there is any conflict between the language of any statute as it appears in the General Laws of Mississippi and in the original enrolled bills enacted by the Legislature, the language in the enrolled bills shall control.

(2) No publisher of a code of the public statute laws of the State of Mississippi, other than the publishing company with which the Joint Legislative Committee on Compilation, Revision and Publication of Legislation has contracted under Section 1-1-107(a), shall be authorized to use as the name, title or designation of the code that is published, the words "Mississippi Code of 1972," "Mississippi Code 1972," "Mississippi Code of 1972 Annotated," "Mississippi Code 1972 Annotated," "Annotated Mississippi Code of 1972," "Annotated Mississippi Code 1972," or any other combination of words containing "Code of 1972," "Code 1972" or "1972 Code." The joint committee may seek injunctive relief, or authorize the publisher of the official code to seek injunctive relief on behalf of the joint committee, against any person or entity to enforce the provisions of this subsection.

SOURCES: Laws, 1999, ch. 310, § 2, eff from and after passage (approved Mar. 8, 1999)

Cross References — Revised manuscript for Mississippi Code of 1972 declared to be official code of the State of Mississippi, see § 1-1-35.

Approval and acceptance of manuscript, see § 1-1-53.

Advance sheets; contract for publication; distribution; provision of information to publisher, see § 1-1-58.

General power and duties of Joint Legislative Committee on Compilation, Revision and Publication of Legislation, see § 1-1-107.

Authority of Joint Legislative Committee on Compilation, Revision, and Publication of Legislation relating to preparation of legislative acts for publication, see § 1-1-109.

Approval by Joint Legislative Committee on Compilation, Revision and Publication of Legislation of manuscripts of supplements and replacement volumes prepared by publishing company, see § 1-1-111.

RESEARCH REFERENCES

Law Reviews. Pre-1900 Mississippi Legal Authority, 73 Miss. L.J. 195, Fall, 2003.

§ 1-1-9. Copyright; use of code material.

(1) Copyrights of the Mississippi Code of 1972 and the notes, annotations, and indexes thereof, shall be taken by and in the name of the publishers of the compilation who shall thereafter promptly assign the same to the State of Mississippi and be owned by it.

(2) All parts of any act passed by the Mississippi Legislature, or of any code published or authorized to be published by the Joint Committee on Compilation, Revision and Publication of Legislation, including, without limitation, catchlines or frontal analyses; numbers assigned to sections, articles, chapters and titles; historical citations or source lines; editor's notes; amendment notes; cross references; annotations; and summaries of judicial decisions and Attorney General's opinions, shall become and remain the exclusive property of the State of Mississippi, to be used only as the joint committee may direct.

(3)(a) If any person or entity uses any part of any act passed by the Mississippi Legislature, or any part of any code published or authorized to be published by the joint committee, in any manner other than as authorized by the committee, the person or entity shall be subject to a civil penalty of not less than One Thousand Dollars ($1,000.00) for each violation, and each day upon which a violation occurs shall be deemed a separate and additional violation.

(b) If the joint committee suspects that any person or entity is violating or has violated this section, the Attorney General shall investigate the matter upon the request of the joint committee. If the Attorney General determines, after investigation, that the person or entity is violating or has violated this section, the Attorney General shall institute an action to impose a civil penalty against the person or entity, or seek injunctive relief against the person or entity to prevent further violations of this section, or both, as requested by the joint committee.

(c) Civil penalties may be recovered in a civil action brought by the Attorney General in the Chancery Court of the First Judicial District of Hinds County, Mississippi, or in the chancery court of the county of residence of the person or entity against whom the penalty is sought. If the person or entity is a nonresident of the State of Mississippi, the action shall be brought in the Chancery Court of the First Judicial District of Hinds County, Mississippi.

(d) All civil penalties recovered shall be deposited into the State General Fund.

SOURCES: Codes, 1942, § 8; Laws, 1942, ch. 318; Laws, 1996, ch. 502, § 8; Laws, 1998, ch. 546, § 2, eff from and after July 1, 1998.

Editor's Note — At its meeting on May 20, 1998, the Joint Legislative Committee on Compilation, Revision and Publication of Legislation adopted the following statement: "It is not the intent of Section 1-1-9(2) to prohibit any person from citing or referring to Code section numbers, articles, chapters or titles, or to require any person to obtain permission of the joint committee before citing or referring to Code section numbers, articles, chapters or titles. If there is any concern that Section 1-1-9(2) does require such advance permission of the committee, the committee hereby authorizes any person to cite or refer to any Code section number, article, chapter or title at any time after June 30, 1998, without specific permission of the committee being required for such usage."

RESEARCH REFERENCES

CJS. C.J.S. Copyrights and Intellectual Property §§ 20, 27, 93.

§ 1-1-11. Distribution of the Code of 1972.

(1) Except as provided in subsection (2) of this section, the Joint Committee on Compilation, Revision and Publication of Legislation shall distribute or provide for the distribution of the sets of the compilation of the Mississippi Code of 1972 purchased by the state as follows:

Fifty-seven (57) sets to the Mississippi House of Representatives and forty (40) sets to the Mississippi Senate for the use of the Legislative Reference Bureau, Legislative Services Offices, staffs and committees thereof.

Ten (10) sets to the Governor's Office; nine (9) sets to the Secretary of State; and twenty (20) sets to the Auditor's Office.

One (1) set to each of the following: the Lieutenant Governor; each member of the Legislature; the Treasurer; each district attorney; each county attorney; each judge of the Court of Appeals and each judge of the Supreme, circuit, chancery, county, family, justice and municipal courts; each Mississippi Senator and Mississippi Representative in Congress; State Superintendent of Education; Director of the Department of Finance and Administration; six (6) sets to the Performance Evaluation and Expenditure Review (PEER) Committee, three (3) sets to the Director of the Legislative Budget Office; the Commissioner of Agriculture and Commerce; each Mississippi Transportation Commissioner; six (6) sets to the Department of Corrections; the Insurance Commissioner; the Clerk of the Supreme Court; the State Board of Health; each circuit clerk; each chancery clerk in the State for the use of the chancery clerk and the board of supervisors; each sheriff in the State for the use of his office and the county officers; and each county for the county library (and an additional set shall be given to each circuit clerk, chancery clerk, sheriff and county library in counties having two (2) judicial districts).

Two (2) sets to the Department of Archives and History; two (2) sets to the State Soil and Water Conservation Commission; sixty-eight (68) sets to the

Attorney General's Office; six (6) sets to the Public Service Commission; four (4) sets to the Public Utilities Staff; thirty-six (36) sets to the State Tax Commission; two (2) sets to the State Personnel Board; six (6) sets to the State Law Library; one (1) set to the Library of Congress; ten (10) sets to the University of Mississippi Law School; one (1) set each to the Mississippi School for the Deaf and the Mississippi School for the Blind; one (1) set each to the University of Mississippi, Mississippi State University, Mississippi University for Women, University of Southern Mississippi, Delta State University, Alcorn State University, Jackson State University, Mississippi Valley State University, and the Board of Trustees of State Institutions of Higher Learning; and one (1) set to the Supreme Court judges' conference room. In furtherance of the State Library's reciprocal program of code exchange with libraries of the several states, the joint committee shall, at the direction and only upon the written request of the State Librarian, distribute or provide for the distribution of sets of the code to such libraries.

One (1) set to each state junior or community college; three (3) sets to the Department of Wildlife, Fisheries and Parks; two (2) sets to the Department of Environmental Quality; two (2) sets to the Department of Marine Resources; two (2) sets to the Mississippi Ethics Commission; six (6) sets to the Mississippi Workers' Compensation Commission; four (4) sets to the State Department of Rehabilitation Services; and seven (7) sets to the Department of Human Services. One (1) set to each of the following: State Textbook Procurement Commission; University Medical Center; State Library Commission; Department of Agriculture and Commerce; Forestry Commission; and seventeen (17) sets to the Department of Public Safety. Also, one (1) set to each of the following: Adjutant General, Department of Economic and Community Development, Department of Banking and Consumer Finance, Bureau of Building, Grounds and Real Property Management, the State Educational Finance Commission, the Mississippi Board of Vocational and Technical Education, Division of Medicaid, State Board of Mental Health, and Department of Youth Services.

The joint committee is authorized to distribute or provide for the distribution of additional sets of the Mississippi Code, not to exceed three (3) sets, to the office of each district attorney for the use of his assistants.

The joint committee shall provide to the Mississippi House of Representatives and the Mississippi Senate the annual supplements to the Mississippi Code of 1972 for each set of the code maintained by the House and Senate.

The set of the Mississippi Code of 1972 to be provided to each member of the Legislature shall be provided unless specifically waived by such legislator in writing.

An elected or appointed officeholder in the State of Mississippi, except for a member of the Legislature, shall deliver to his successor in office, or to the joint committee if there is no successor, the set of the Mississippi Code of 1972 provided the officeholder under this section.

Before the joint committee delivers or provides for delivery of a copy of the Mississippi Code of 1972 to an individual officeholder, the joint committee shall

prepare and submit a written agreement to the officeholder. The agreement shall, among other provisions, state that the code is the property of the State of Mississippi, that it shall be transferred to the officeholder's successor in office, that the officeholder has an obligation to make such transfer and that the officeholder shall be responsible for the failure to deliver the code and for any damage or destruction to the code, normal wear and tear excepted. The joint committee shall execute the agreement and forward it to the officeholder for execution. The joint committee shall not deliver or provide for delivery of the code to the officeholder until the executed agreement is received by the committee. The joint committee may include in the agreement such other provisions as it may deem reasonable and necessary. In addition to damages or any other remedy for not transferring a set of the code to his successor, an officeholder who does not transfer his set of the code shall be guilty of a misdemeanor and shall, upon conviction, pay a fine of One Thousand Dollars ($1,000.00). Upon request of the joint committee, the Attorney General shall assist the joint committee in taking such actions as necessary to require an officeholder to transfer the set of code provided under this section to his successor, or to the joint committee if there is no successor, and to recover reimbursement or damages from any officeholder for the loss of or damage or destruction to any volumes of the set of the code provided under this section, other than normal wear and tear.

Replacement of missing, damaged or destroyed sets or volumes of the code provided by this chapter may be obtained from the code publisher through the joint committee at the established state cost, the cost to be borne by the recipient.

No more than one (1) set of the Mississippi Code of 1972 shall be furnished to any one (1) individual, regardless of the office or offices he may hold.

(2) The joint committee, in its discretion, may determine whether electronic access to the Mississippi Code of 1972 is available and a sufficient substitute for actual bound volumes of the code and, if so, may omit furnishing any one or more sets otherwise required by this section.

SOURCES: Codes, 1942, § 7; Laws, 1942, ch. 318; Laws, 1944, ch. 314; Laws, 1966, ch. 395, § 1; Laws, 1973, ch. 425, § 1; Laws, 1974, ch. 377; Laws, 1978, ch. 458, § 4; Laws, 1981, ch. 536, § 1; Laws, 1988, ch. 486, § 1; Laws, 1988, ch. 518, § 14; Laws, 1990, ch. 402, § 1; Laws, 1991, ch. 530, § 6; Laws, 1992, ch. 543, § 11; Laws, 1993, ch. 430, § 8; Laws, 1993, ch. 518, § 8; Laws, 1997, ch. 385, § 1; Laws, 1998, ch. 325, § 1; Laws, 1998, ch. 546, § 3; Laws, 1999, ch. 310, § 1; Laws, 2000, ch. 511, § 1; Laws, 2003, ch. 551, § 1, eff from and after July 1, 2003.

Editor's Note — Section 7-7-2 provides that the words "State Auditor of Public Accounts," "State Auditor," and "Auditor" appearing in the laws of this state in connection with the performance of Auditor's functions shall mean the State Fiscal Officer.

Section 27-104-6 provides that whenever the term "State Fiscal Officer" appears in any law it shall mean "Executive Director of the Department of Finance and Administration".

Section 37-43-2 provides that the State Board of Education shall assume all power, authority, duties and functions of the State Textbook Procurement Commission.

Section 37-45-3 provides that the State Educational Finance Commission shall be abolished and functions and duties transferred to the State Board of Education. Section 37-45-3 further provides that all references in laws of the state to "State Educational Finance Commission" or "commission", when referring to the Educational Finance Commission, shall be construed to mean the State Department of Education.

Laws, 1993, ch. 518, § 45, provides as follows:

"Section 32 of this act shall take effect and be in force from and after its passage and the remainder of this act shall take effect and be in force from and after July 2, 1993, or the date it is effectuated under Section 5 of the Voting Rights Act of 1965, as amended and extended, whichever is later."

The United States Attorney General, by letter dated July 13, 1993, interposed no objection, under Section 5 of the Voting Rights Act of 1965, to the amendment of this section by Laws, 1993, ch. 518, § 8.

The United States Attorney General, by letter dated August 17, 1995, interposed no objection, under Section 5 of the Voting Rights Act of 1965, to the amendment of this section by Laws, 1995, ch. 486, § 1.

Section 1 of ch. 325 Laws, 1998, effective from and after July 1, 1998 (approved March 12, 1998), amended this section. Section 3 of ch. 546, Laws, 1998, effective July 1, 1998 (approved April 1, 1998), also amended this section. As set out above, this section reflects the language of Section 3 of ch. 546, Laws, 1998, pursuant to Section 1-3-79 which provides that whenever the same section of law is amended by different bills during the same legislative session, and the effective dates of the amendments are the same, the amendment with the latest approval date shall supersede all other amendments to the same section approved on an earlier date.

Amendment Notes — The 2003 amendment substituted "three (3) sets" for "two (2) sets" preceding "to the Director of the Legislative Budget Office" in the fourth paragraph of (1).

Cross References — Purchase and distribution of pocket part supplements and replacement bound volumes by Secretary of State, see § 1-1-57.

Imposition of standard state assessment in addition to all court imposed fines or other penalties for any misdemeanor violation, see § 99-19-73.

§ 1-1-12. Binding and identification of state-owned copies of Code of 1972.

The sets of the Mississippi Code of 1972 purchased by the State to be distributed by the joint committee according to the designation in Section 1-1-11 shall be bound in a different color binding from that used in binding sets offered for sale to private purchasers. In addition to the distinctive color, the binding of each volume shall have stamped thereon in a contrasting color the words "Property of the State of Mississippi." Each of such sets of the Code as distributed shall be for use of the official in his official business and shall be returned to the state when the official vacates the office or when the office is abolished, as provided in Section 1-1-11. However, none of the provisions of this section shall apply to those sets to be distributed to members of the Legislature.

SOURCES: Codes, 1942, § 7.5; Laws, 1972, ch. 412, § 1; Laws, 1973, ch. 425, § 2; Laws, 1998, ch. 546, § 19, eff from and after July 1, 1998.

§ 1-1-13. When Code of 1972 to take effect.

The Mississippi Code of 1972, except as expressly provided, shall take effect on the first day of November, one thousand nine hundred and seventy-three, and from that day it shall be received in use, and shall supersede all prior statutes and clauses therein revised, and hereby repealed.

SOURCES: Codes, 1857, ch. 1, art. 2; 1871, § 8; 1880, § 2; 1892, § 2; Laws, 1906, § 2; Laws, 1930, § 2; Laws, 1942, § 13.

JUDICIAL DECISIONS

1. In general.

Former statute making it an offense to keep, have in possession, sell or give away intoxicating liquor, and providing for gradation of punishment for repeating offenders, notwithstanding repeal under this section, must be considered by way of aid to a proper construction or interpretation of the revised abridgment which took its place. Millwood v. State, 190 Miss. 750, 1 So. 2d 582 (1941), aff'd, 6 So. 2d 619 (Miss. 1942).

Words omitted in the publication of the code, and which are contained in the copy on file in the office of the secretary of state, must control in the construction of the statute. Nugent v. Mayor of Jackson, 72 Miss. 1040, 18 So. 493 (1895).

A purely local act, devised to meet the needs of a single community, was not repealed by a similar provision (Code of 1892). Jones v. Melchoir, 71 Miss. 115, 13 So. 857 (1893); Adams v. Dendy, 82 Miss. 135, 33 So. 843 (1903).

RESEARCH REFERENCES

Am Jur. 73 Am. Jur. 2d, Statutes §§ 252 et seq.
CJS. C.J.S. Statutes §§ 388, 390.

§ 1-1-15. Repealed.

Repealed by Laws, 1999, ch. 310, § 3, eff from and after March 8, 1999.

[Codes, 1857, ch. 1, art. 13; 1871, § 12; 1880, § 9; 1892, § 9; Laws 1906, § 9; Laws 1930, § 9; Laws 1942, §§ 9, 20; Laws, 1942, ch. 318]

Editor's Note — Former § 1-1-15 provided that the Mississippi Code of 1972, when published pursuant to the contract authorized by § 1-1-1, was evidence of the statute laws of this State. For present provisions, see § 1-1-8.

§ 1-1-17. Appropriations.

The cost of the recodification of the laws of Mississippi will be provided by appropriations to implement the purposes of Sections 1-1-1, 1-1-3 and 1-1-5.

SOURCES: Codes, 1942, § 21-04; Laws, 1970, ch. 465, § 4, eff from and after passage (approved April 6, 1970).

Editor's Note — Section 1-1-1 referred to in this section was repealed by Laws, 1996, ch. 502, § 21, eff from and after passage (approved April 11, 1996).

Cross References — For another section derived from same 1942 code section, see § 1-1-7.

§ 1-1-19. Repeal of former statutes — Effect of Code of 1972 upon laws enacted at same session or before Code takes effect.

From and after the effective date of the Mississippi Code of 1972, subject to any express provisions relating thereto which may be found in the Mississippi Code of 1972, all acts or parts of acts, all sections or parts of sections of the Mississippi Code of 1930, and all sections or parts of sections of the Mississippi Code of 1942, Recompiled, the subjects whereof are revised, consolidated and re-enacted in the Mississippi Code of 1972, or repugnant to the provisions contained therein, shall be, and the same are hereby, repealed, but with respect to statutes brought forward in the Mississippi Code of 1972, that code shall be deemed to be a continuation and not a new enactment. It is especially provided, however, that no curative or validation statute, of any nature or kind whatsoever, shall be affected by the adoption of the Mississippi Code of 1972, in so far as the curative or validation provisions or portions of any such statute are concerned.

Notwithstanding the provisions of the first paragraph of this section, no section or provision of the Mississippi Code of 1972 shall supersede or repeal by implication any law passed at the same session of the legislature at which the Mississippi Code of 1972 is adopted, or passed after the adoption of the Mississippi Code of 1972 but before it shall have taken effect; and an amendatory law passed at such session or at any subsequent session before the Mississippi Code of 1972 takes effect shall not be deemed repealed, unless the contrary intent clearly appears.

Any amendment to any section or sections of the Mississippi Code of 1942, Recompiled, or to any part or parts of acts, the subjects of which are revised, consolidated and enacted in the Mississippi Code of 1972, passed at the same session at which the Mississippi Code of 1972 is adopted, or passed after the adoption of the Mississippi Code of 1972 but before it shall take effect, shall be deemed to amend the corresponding section or sections of the Mississippi Code of 1972.

SOURCES: Codes, 1857, ch. 1, art. 3; 1871, § 9; 1880, § 3; 1892, § 3; Laws, 1906, § 3; Laws, 1930, § 3; Laws, 1942, § 14.

JUDICIAL DECISIONS

1. In general.

Where statute, authorizing circuit judge to determine, in vacation, appeals from county court, was omitted, because considered unconstitutional, from Code taking effect subsequent to statute, though statute and Act adopting Code were approved by Governor on same day, statute held not in force after effective date of Code. Rackley v. State, 166 Miss. 287, 146 So. 459 (1933).

Laws in force at the time of the adoption of the Code of 1892, having been revised, consolidated and re-enacted in that code, are repealed. State v. Jenkins, 73 Miss. 523, 19 So. 206 (1895); Nugent v. Mayor of Jackson, 72 Miss. 1040, 18 So. 493 (1895).

Under § 3 Code of 1892, which repeals the acts and parts of acts, "subjects" whereof are revised, consolidated and re-enacted in said code, the subject matter is to be determined with reference to the